

**CERTIFICATE OF TRUST AGREEMENT**

This certificate is filed in accordance with Mississippi Code Annotated Section 91-9-7.

The undersigned, HAROLD B. WALKER and FRANCES C. WALKER, Trustees of the HAROLD B. WALKER TRUST DATED MAY 8, 1997, DO HEREBY CERTIFY as follows:

1. Name of Trust is HAROLD B. WALKER TRUST DATED MAY 8, 1997.
2. The street and mailing address of the office and the name and street and mailing address of the trustees are:

Harold B. Walker  
4371 Highway 305  
Olive Branch, MS 38654

Frances C. Walker  
4371 Highway 305  
Olive Branch, MS 38654

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3. The name and street and mailing address of the trustor is:

Harold B. Walker  
4371 Highway 305  
Olive Branch, MS 38654

4. All interests in real estate owned by the trust are described in the attached Schedule 1.
5. The anticipated date of termination of the trust is December 31, 2030.
6. General powers granted to the trustee include the following:

(a) To retain for any period of time without limitation, and without liability for loss or depreciation in value, any property transferred to the Trustee, including partnership interests (whether general, special, or limited), even though the Trustee could not properly purchase the property as a trust investment and though its retention might violate principles of investment diversification;

(b) To sell at public or private sale, wholly or partly for cash or on credit, contract to sell, grant or exercise options to buy, convey, transfer, exchange, or lease (for a term within

or extending beyond the term of the trust) any real or personal property of the trust, and to partition, dedicate, grant easements in or over, subdivide, improve, and remodel, repair or raze improvements on any real property of the trust, and in general to deal otherwise with the trust property in such manner, for such prices, and on such terms and conditions as any individual might do as outright owner of the property;

(c) To borrow money at interest rates then prevailing from any individual, bank or other source, irrespective of whether any such individual or bank is then acting as Trustee, and to create security interests in the trust property by mortgage, pledge, or otherwise; provided, it is our desire that the Trustee only borrow money in extraordinary circumstances and under no condition for the purpose of entering into speculative investments;

(d) To invest in bonds, common or preferred stocks, notes, real estate mortgages, common trust funds, shares of regulated investment companies, currencies, partnership interests (whether general, special, or limited), or other securities or property, real or personal, domestic or foreign, including partial interests, such as life estate, term or remainder interests, without being limited by any statute or rule of law governing investments by trustees;

(e) To make allocations, divisions, and distributions of trust property in cash or in kind, or partly in each; to allocate different kinds or disproportionate shares of property or undivided interests in property among the beneficiaries or separate trusts, without liability for, or obligation to make compensating adjustments by reason of, disproportionate allocations of unrealized gain for federal income tax purposes; and to determine the value of any property so allocated, divided, or distributed;

(f) To exercise in person or by general or limited proxy all voting and other rights, powers and privileges and to take all steps to realize all benefits with respect to stocks or other securities; and to enter into or oppose, alone or with others, voting trusts, mergers, consolidations, foreclosures, liquidations, reorganizations, or other changes in the financial structure of any corporation;

(g) To cause any security or other property to be held, without disclosure of any fiduciary relationship, in the name of the Trustee, in the name of a nominee, or in unregistered form;

(h) To pay all expenses incurred in the administration of the trust, including reasonable compensation to any trustee, and to employ or appoint and pay reasonable compensation to accountants, depositaries, investment counsel, attorneys, attorneys-in-fact, and agents (with or without discretionary powers);

(i) To deal with the fiduciary or fiduciaries of any other trust or estate, even though the Trustee is also the fiduciary or beneficiary or one of the fiduciaries or beneficiaries of the other trust or estate;

(j) To compromise or abandon any claim in favor of or against the trust;

(k) To lend money to the personal representative of my estate or the estate of my spouse, and to purchase property from the personal representative of my estate or the estate of my spouse and retain it for any period of time without limitation, and without liability for loss or depreciation in value, notwithstanding any risk, unproductivity, or lack of diversification;

(l) To commingle for investment purposes the property of the trust with the property of any other trust held hereunder, except for trust property of the Qualifying Marital Trust, allocating to each trust an undivided interest in the commingled property;

(m) To receive any property, real or personal, to be added to the trust, from either of us in any event (and, if the trustee consents in writing, from any other person) by lifetime or testamentary transfer or otherwise;

(n) To execute instruments of any kind, including instruments containing covenants and warranties binding upon and creating a charge against the trust property and containing provisions excluding personal liability;

(o) To perform all other acts necessary for the proper management, investment, and distribution of the trust property;

(p) To retain any farm property, even though that property may constitute all or a large portion of the trust principal, and to acquire other farm property; to engage in farm operations and the production, harvesting, and marketing of farm products, including livestock breeding and feeding, poultry farming, and dairy farming, whether by operating directly with hired labor, by retaining farm managers or management agencies (including any such agency which is in any way affiliated with the corporate trustee), or by renting on shares or for cash; to enter into farm programs; to purchase or rent farm machinery and equipment; to purchase livestock, poultry, fertilizer, seed, and feed; to improve the farm property and to repair, improve, and construct farm buildings, fences, irrigation systems and drainage facilities; to develop, lease, or otherwise dispose of any mineral, oil, or gas property or rights; to borrow money for any of the purposes described in this subparagraph; and in general to do all things customary or desirable in farm operations;

(q) To use and expend the trust income and principal to (i) conduct environmental assessments, audits, and site monitoring to determine compliance with any environmental law or regulation thereunder; (ii) take all appropriate remedial action to contain, cleanup or remove any environmental hazard, including a spill, release, discharge or contamination, either on its own accord or in response to an actual or threatened violation of any environmental law or regulation thereunder; (iii) institute legal proceedings concerning environmental hazards or contest or settle legal proceedings brought by any local, state, or federal agency concerned with environmental compliance, or by a private litigant; (v) employ agents, consultants and legal counsel to assist or perform the above undertakings or actions. Any expenses incurred by the trustee under this paragraph may be charged against income or principal as the trustee shall determine;

(r) To disclaim, in whole or in part, any interests in property for any reason, including but not limited to a concern that such property could cause potential liability under any federal, state or local environmental law;

(s) To receive any property, real or personal, to be added to the trust from any person in any event by lifetime or testamentary transfer or otherwise; provided, however, that the trustee, in its sole discretion, may require, as a prerequisite to accepting property, that the donating party provide evidence satisfactory to the trustee that (i) the property is not contaminated by any hazardous or toxic materials or substances; and (ii) the property is not being used and has never been used for any activities directly or indirectly involving the

generation, use, treatment, storage, disposal, release, or discharge of any hazardous or toxic materials or substances;

(t) To take any other appropriate actions to prevent, identify, or respond to actual or threatened violations of any environmental law or regulation thereunder;

(u) To have the powers granted by Mississippi Code Annotated Sections 91-9-101 through 91-9-109 (1972), as amended.

IT WITNESS WHEREOF, the undersigned have duly executed this certificate as the 8 day of May, 1997.

Harold B Walker  
HAROLD B. WALKER, Trustor

Harold B Walker  
HAROLD B. WALKER, Trustee

Frances C. Walker  
FRANCES C. WALKER, Trustee

STATE OF Mississippi  
COUNTY OF DeSoto

On this the 8<sup>th</sup> day of May, 1997, before me personally appeared HAROLD B. WALKER, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in, and who executed the foregoing instrument and acknowledged that he executed the same as her free act and deed.

WITNESS my hand and seal at office, this the day and year above written.

James L. Walker  
Notary Public

My Commission Expires:

7-19-99

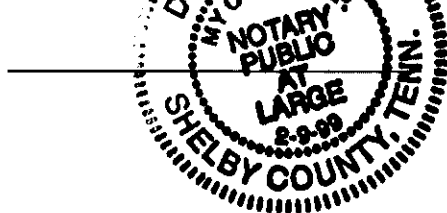
STATE OF TENNESSEE  
COUNTY OF SHELBY

On this the 8<sup>th</sup> day of MAY, 1997, before me personally appeared FRANCES C. WALKER, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in, and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

WITNESS my hand and seal at office, this the day and year above written.

Dena Edelen  
Notary Public

My Commission Expires:



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SCHEDULE 1